

# EXHIBIT A

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF NEW YORK

In Re:

Chapter 7

Rebel Yoga LLC d/b/a Luna and Soul, d/b/a  
Yoga Nanda,

Case No. 822-70801-A736

Debtor.

Stipulation of Settlement

WHEREAS, Marc A. Pergament, Chapter 7 Trustee of the Estate (the "Estate") of Rebel Yoga LLC d/b/a Luna and Soul, d/b/a Yoga Nanda ("Trustee"), having asserted fraudulent conveyance claims against Vira Yoga, LLC and Beth Berman,

WHEREAS, Trustee, for himself and the Estate, and Vira Yoga, LLC and Beth Berman, seek to amicably resolve the disputes between them, and on the terms and conditions set forth herein, it is hereby

Stipulated and Agreed as follows:

1. Vira Yoga, LLC and Beth Berman shall pay to the Trustee the total sum of \$3,500.00 payable within 5 months of execution of this Stipulation of Settlement ("Settlement Amount"). The Settlement Amount is in settlement of all of the Trustee's and the Estate's existing and potential claims against Vira Yoga, LLC and Beth Berman, including but not limited to successor liability claims and the other claims released in paragraph 6. The payment shall be by check payable to "Marc A. Pergament, as Trustee," c/o Weinberg, Gross & Pergament LLP, 400 Garden City Plaza, Suite 309, Garden City, New York 11530.

2. In the event that the Settlement Sum is not paid by the date set forth above, Vira Yoga LLC and Beth Berman shall have three business (3) days to cure the Default (the "Cure Period"). In the event that the Default is not cured by the Cure Period, Beth Berman consents to the entry of a judgment against Beth Berman in the amount of \$7,500

(the "Judgment"). The Trustee is authorized to submit such Judgment, on consent of Beth Berman, upon the Trustee's or his counsel's affirmation attesting to the uncured Default.

3. As soon as practicable following the Trustee's receipt of this Stipulation of Settlement, and the payment, the Trustee or his counsel shall file and serve a motion with the Bankruptcy Court seeking approval of this Stipulation of Settlement.

4. The Trustee, Vira Yoga, LLC and Beth Berman agree to execute any and all other or further documents reasonably necessary to effectuate the terms of this Stipulation of Settlement upon request by the parties. Such requests, if any, shall be made with advance notice of not less than seven (7) business days.

5. In the event the Court does not approve this Stipulation of Settlement, then it shall be deemed null and void and of no further force and effect and any payments made pursuant to paragraph 1 of this Stipulation of Settlement will be returned to Vira Yoga, LLC and Beth Berman.

6. Upon the approval of this Stipulation of Settlement by the Bankruptcy Court and the payment of the Settlement Amount, the Trustee, for himself and on behalf of the Estate (including all creditors thereof), shall be deemed to have, and shall have, released and forever discharged Vira Yoga, LLC and Beth Berman, and each of their respective current or former principals, officers, shareholders, directors, managers, members, employees, agents or representatives from any and all claims and causes of action of whatever kind, nature, character and description, whether in law or equity, whether in tort, contract or under other applicable law, whether known or unknown, whether liquidated or unliquidated, whether contingent or fixed, and whether anticipated or unanticipated, which they had, may ever have or may ever claim to have against any of them, including but not limited to any and all claims based on successor liability or similar legal theories.

7. Upon the approval of this Stipulation of Settlement, Vira Yoga, LLC and Beth Herman shall be deemed to have released the Trustee, the Estate and the Trustee's professionals from any and all claims and causes of action of whatever kind, nature, character and description, whether in law or equity, whether in tort, contract or under other applicable law, whether known or unknown, whether liquidated or unliquidated, whether contingent or fixed, and whether anticipated or unanticipated, which she had, may ever have or may ever claim to have against the Trustee and the Estate.

8. This Stipulation is a compromise and settlement of disputed claims and is the product of arm's-length negotiations. The Parties each understand and agree that the execution and delivery of this Stipulation shall not constitute or be construed as an admission or adjudication, express or implied, of any liability whatsoever with respect to any claims that are the subject matter of this Stipulation, or any issue of fact, law, or liability of any type or nature with respect to any matter whether or not referred to herein, and none of the Parties hereto has made such an admission. This Stipulation and its terms are entitled to all applicable evidentiary privileges concerning settlement discussions and offers of compromise.

9. This Stipulation of Settlement contains the entire understanding of the parties hereto and supersedes all prior understandings and agreements, whether written or oral, between the parties to this Stipulation of Settlement relating to the subject matter of this Stipulation of Settlement.

10. This Stipulation of Settlement and the rights and obligations of the parties under this Stipulation of Settlement shall be governed by and construed and interpreted in accordance with the laws of the State of New York. The Bankruptcy Court shall retain exclusive jurisdiction over the terms, conditions, interpretations, implementations and any

and all disputes relating to the Stipulation of Settlement which may arise among and between the parties.

11. This Stipulation shall be binding upon the Parties and their respective heirs, executors, successors, administrators and assigns.

12. This Stipulation of Settlement may not be altered, modified or changed unless in writing and signed by all parties hereto.


13. This Stipulation of Settlement may be signed in multiple counterparts and by facsimile transmission if necessary, each of which, when taken together, shall constitute one (1) executed original.

Dated: Garden City, New York  
May 10, 2024

Weinberg, Gross & Pergament LLP  
Attorneys for Trustee

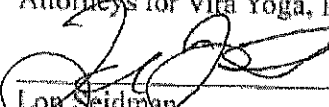
Marc A. Pergament, as Chapter-7 Trustee

By:

  
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Marc A. Pergament  
400 Garden City Plaza, Suite 309  
Garden City, New York 11530  
(516) 877-2424

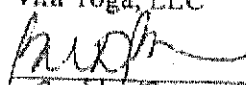
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Vira Yoga, LLC

By:

  
\_\_\_\_\_  
Beth Berman

  
\_\_\_\_\_  
Beth Berman